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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

A Minister of Justice.

IT WAS UNDERSTOOD from the statement made by Sir CLAUD SCHUSTER at Scarborough a month ago that the Lord Chancellor is opposed to the project for the establishment of a Ministry of Justice; that, in fact, the functions of such a Ministry are already performed by the Lord Chancellor and his Department. A letter from Lord BIRKENHEAD appeared in *The Times* of Thursday stating that he proposes to publish a reasoned statement of his views on the matter, and we need hardly say that this will be awaited with great interest, especially in view of the energy and zeal which it is generally acknowledged the present Lord Chancellor and his secretary perform the duties of the Department. Until it appears we have, of course, no further comment to make, though we have taken a somewhat different view as to the proposal.

Lord Birkenhead and the Gaming Acts.

AFTER THE Lord Chancellor's sympathetic references in the House of Lords to the place of betting and of horse-racing in the sporting life of England, it was a foregone conclusion that some noble lord would introduce into the Second Chamber a bill to prevent losers who have paid by cheque from recovering their losses, and this has been done by Lord MUIR MACKENZIE. As Lord BIRKENHEAD pointed out, the Gaming Act of 1835 was a very peculiar piece of legislation; its short title is a pure misnomer. As a matter of fact, "notes, bills, and mortgages" given in satisfaction of betting debts are only one of four classes of security which s. 1 of the Act declares to be tainted with an illegal consideration: the others are fraudulent conveyances by bankrupts in defeasance of creditors, collusive advances for the ransom of ships seized for carrying contraband and securities for illegal purposes. These had all been void *ab initio*, as the result of previous legislation: the effect of the Gaming Act, 1835, was to convert them from being "void" into being deemed to be given for illegal consideration? A void *ab initio* security is bad even in the hands of a *bonâ fide* holder for value, whereas one merely deemed "illegal" is enforceable by an innocent party or even by a partially guilty party who is not *in pari delicto*

with the wrong-doer. In the case of securities given in satisfaction of bets, the statute went a stage further and by s. 2 not only made them illegal but allowed the payer always to recover the money paid out of his bank account, to whomsoever paid, from the original payee, *i.e.*, the winner. Lord BIRKENHEAD tried to explain this anomaly, namely the harsher treatment accorded to a bookmaker as compared with swindling bankrupts and the other classes affected by the statute, on the ground that the Legislature was unwilling to depart from historical precedents which had rendered the payment of betting debts almost impossible. In the other cases, a remedy already existed, easily enforceable. For example, if a bankrupt paid one creditor in fraudulent preference of others by cheque, the bankrupt's trustee could sue that creditor and recover the money. In the other cases similar remedies existed.

The Diversions of old-time Judges.

INCIDENTALLY Lord BIRKENHEAD referred to the fact that "in the olden times" Lord Chancellors and other judges had been known to frequent race-courses, and freely make bets. Perhaps such things have happened even in more recent times. Not so long ago, the judges on the Common Law side used always to adjourn on Derby Day; the last to maintain this practice was Lord BRAMPTON, then the redoubtable "hanging judge," Sir HENRY HAWKINS. Lord RUSSELL OF KILLOWEN, when Chief Justice, attended the Derby, but since his time no Chief Justice or other high dignitary of the Law has visited race-courses otherwise than incognito. But the newness of this attitude on the part of the bench is obvious to all who read legal biography. Chief Justice COCKBURN, for instance, was a noted patron alike of the race-course and of the prize rings. Lord LYNDHURST was a sportsman in the Newmarket acceptation of that term. Other learned judges of lesser eminence have been patrons of both. But those days are happily gone, and no one now expects ever to see the revival of the old practice when, on Derby Day, a leader solemnly rose in court and asked his lordship to adjourn. Attacks on this practice by the way were not uncommon in the House of Commons during the Mid-Victorian Era, the period of the "Gaming Act." Sir WILLIAM WHITE, in his "Recollections of the House of Commons" tells how, in the day of Lord PALMERSTON'S premiership, some zealous Nonconformist used to move each year a resolution censuring judges and eminent ministers for attending race-courses and prize fights. The task of reply was usually delegated to the scholarly CORNEWALL LEWIS, who always won a rhetorical triumph by his apt classical quotations on the laurels of the Amphitheatre.

The Service of a Statutory Notice to Increase Rent.

TOWARDS THE close of last term the Divisional Court gave a very interesting decision on an important point of law which rather seems to have escaped the notice of many practitioners, as the opinion of counsel is still sometimes taken on what is now *res judicata*; *Hill* v. *Hasler* (1921, W.N., 276). The point to which we are referring arises out of a *lacuna* in the Rent Restriction Act of 1920. Section 3 of that Act authorises the now generally well-known increases of rent in the case of dwelling-houses protected by the Act, and attaches as a condition precedent to increase the service of a statutory notice of the landlord's intention to increase the rent. This increase is only to commence, in the case of rental one month, and in the case of an increase due to additional rating burden one week, after the service of the statutory notice (*ibid*, s. 3 (2)). The statute, by s. 3 (1), also provides that "Nothing in this Act shall be taken to authorise any increase of rent except in respect of a period during which but for this Act the landlord would be entitled to possession." The effect of this provision, of course, is to render it necessary for the landlord to acquire a common law right to possession by service (in the normal case) of a notice to quit on the tenant. This may mean a week's notice, a month's notice, a quarter's notice, or the like, according as the tenancy is weekly, monthly, quarterly or for a longer period. But the statute omits to say whether the landlord can serve notice to quit and notice to increase at such dates that both become operative on the same day, or whether he must first serve his notice to quit and wait till its expiry before he serves notice of increase. In the latter case he would suffer an unjust loss of rent, namely the increase for the period of a month or a week, accordingly as the increase is by way of additional rent or of additional rates. The *lacuna* in the statute is most inconvenient, as on its wording either view might be right, and in *Hill* v. *Hasler* (*supra*) the county court judge at Marylebone took the narrower view; he held that the landlord must wait until expiry of his notice to quit before serving the notice of increase. This decision the Divisional Court reversed on appeal; but it must be admitted that some difficulty in taking this view was occasioned by the fact that s. 3 (2) requires the notice of an increase of rent to be in the form contained to the First Schedule to the Act. That form is completely inelastic and does not provide for this difficulty. Generally speaking, it is a mistake for a statute to prescribe any particular form to be observed in drafting a statutory notice: it nearly always happens that the draftsman overlooks complexities that arise in practice and provides a form which cannot always be complied with unless one does violence to its precise terms.

Evidence of Alternative Accommodation.

THE LATEST reported case under the Rent Restriction Act, 1920, one of the first decisions of the Divisional Court in the present term, *Smith* v. *Primavesi* (1921, W.N. 291), raised an unusual point. It is hardly necessary to state that under s. 5 (1) of the Rent Restriction Act, the landlord of a house protected by the statute must usually prove the existence of "alternative accommodation" in addition to other statutory conditions precedent before he can obtain an order for the recovery of premises But there are a number of exceptional cases in which this requirement is not one of the conditions precedent to such an order; these are set out in a proviso to s. 5 (1) (*d*). The second of the general categories within which these cases are comprised is expressed thus in the statute: "The existence of alternative accommodation shall not be a condition of an order or judgment on any of the grounds specified in paragraph (*b*) of this sub-section . . . . (ii) where the court is satisfied by a certificate of the county agricultural committee . . . that the dwelling-house is required by the landlord for the occupation of a person engaged on work necessary for the proper working of an agricultural holding." Now in *Smith* v. *Primavesi* (*supra*), the purchaser of a farm required a dwelling-house situated on the estate for the use of a prospective tenant as to whom the county agricultural committee gave a certificate in the terms of the sub-section. The plaintiff took proceedings for recovery, but offered no evidence of "alternative accommodation," relying on the certificate to exclude that condition. The county court judge, however, took the rather strange course of refusing to accept the certificate as binding on him, and tried the question himself on the ground that he was not "satisfied by the certificate." *Dehors* the certificate, he decided that the house was not required as certified, and, in the absence of evidence to show the existence of available alternative accommodation, refused an order. His decision obviously raises a moot point of very great importance, namely, the effect of a provision in a statute declaring that certain results are to follow where a judge or a magistrate is "satisfied" by the production of an official certificate that certain facts exist. Does the statute intend to make the "certificate" conclusive and binding proof of the facts it finds, or does it merely make it a new and admissible form of evidence as to their existence? Perhaps the *via media* would be to say that the facts must be presumed to be as stated in the certificate, but that the presumption can be rebutted by proof of error. The Divisional Court, however, took the strongest of these three alternative interpretations, and held that the certificate is conclusive proof, on which the magistrate must act; so they allowed the appeal and made the order for possession.

Satisfaction by an Official Certificate.

NOTWITHSTANDING the apparently wide terms in which the Divisional Court expressed its judgment in *Smith* v. *Primavesi* (*supra*), it is obvious that there must be some limit to the rule that an official certificate given in terms of a statute is for all purposes of the statute binding on the magistrate or judge before whom it is addduced in evidence. To begin with, the certificate must be produced and proved; a county agricultural committee is not a judicial body, and the court will not take judicial notice of its signature. Next, it seems clear that an objection could be taken before the judge to the validity of the certificate, for example, that the committee was improperly constituted, or that no quorum was present when the certificate was given, or that there were irregularities in summoning the meeting which decided the matter, and so forth. The alternative view would be that the judge must accept the certificate as valid on being produced from proper custody and proved, but, if objection to its validity is taken, should adjourn the case to let the objecting party take proceedings by *certiorari* to quash the certificate; but such a procedure would be highly cumbrous and would defeat one intent of the Rent Restriction Act, namely a speedy summary decision. Again, objection might surely be taken that the certificate had been obtained by fraud or collusion, or was based on an essential error as to some material fact; perhaps even that it was issued without a proper adjudication or was not given *bonâ fide*. The committee's discretion can scarcely be absolute if it is not a court and the issue of the certificate is at best only a *quasi*-judicial act. How are these objections to be taken? Of course, certiorari to quash the certificate is possible; or a writ of prohibition, addressed to the county court judge to stay him from acting on it is a conceivable remedy. But the simplest procedure would be to let him hear and determine all objections to the "validity" of the certificate when it is produced and proved before him. Once satisfied of its validity, however, its finding of fact would be binding on him. This view seems to be consistent alike with *Smith* v. *Primavesi*, and with the actual requirements of common-sense in a concrete case.

Equitable Assignment by Void Bill of Sale.

WE PRINTED recently an interesting paper read at the Scarborough Meeting of the Law Society which discussed incidentally the hardships arising where one of two innocent parties must suffer by the default or mistake of a third. The author of the paper suggested that articled clerks should receive special instruction in this class of cases and should be trained to watch out for instances so as to prevent them in time. The recent decision of Lord COLERIDGE, J., in *National Provincial and Union Bank of England* v. *Lindsell* (reported elsewhere), is an instructive short case which might well deserve the careful attention of articled clerks interested in this branch of study. Here A gave B a bill of sale over a motor car, or the proceeds of its sale, the car being in the hands of X, an agent of A, with instructions to sell it. Both B and X had claims against A and were to be paid out of the proceeds. X sold the car and applied the proceeds, in accordance with A's instructions, paying, first, his own charges, secondly, the amount of B's claim to A, and, thirdly, any balance to his principal A. But A had not correctly stated to X the amount claimed by B, so that the latter did not receive the whole of their debt. They sued X, claiming that they were either assignees of the car under the bill of sale, or of the proceeds by virtue of an equitable assignment implied in the bill of sale, and that therefore he must account to them for the proceeds. But the bill of sale was unregistered and therefore void. So the question arose whether the same document, void as a bill of sale of the chattels, could be nevertheless a valid assignment in equity of the proceeds—since an equitable assignment, of course, does not require registration. Lord COLERIDGE held that the void bill could not be set up as a valid equitable assignment, so that B had no equity as against X. Therefore X, not being guilty of fraud or negligence, could rely on his legal rights, pay his own charges in full, and hand over the balance as directed by his principal. Perhaps we ought to add that the bill of sale was not a formal document; it consisted of a letter sent by A to X in the following terms: "This is to authorize you to hold the Sava car at present in your hands"—X was a car-repairer with whom the car had been left for repairs—"to the order of the National Provincial and Union Bank of England, Tunbridge Wells, or the proceeds when sold after deducting your own account." A copy of this letter was sent to B (the bank in question) as the chargees of the car or proceeds. Now, to an inexperienced person it is, of course, far from obvious that this document is a "bill of sale," and requiring registration. Articled clerks, we fancy, might well include among the matters for which they keep a sharp look-out the various informal ways in which a bill of sale may come into existence.

Severability of Composite Documents.

AS A MATTER of fact, however, the case of *National Provincial and Union Bank of England* v. *Lindsell* (*supra*) raised another point of very great difficulty and importance. The document quoted above is a composite instrument; it contains two quite distinct parts, so far as grammatical and logical construction goes. The first is a bill of sale, *i.e.*, the transfer from A to B of a chattel not delivered by A to B, and therefore remaining in the same apparent possession as before. The second is an equitable assignment of the proceeds when sold. The first of these instruments consists of the words "This is to authorize you to hold the Sava car at present in your hands to the order of the National Provincial and Union Bank of England, Tunbridge Wells." This is complete in itself, and, if it stood alone, would mean X's possession of the car changed from that of agent for A to that of agent for B. Were this so, it is at least arguable that the "apparent possession" of the goods was delivered by the document to B, so that the document was *not* a bill of sale; for the essence of a bill of sale is that the property is transferred to one person, but the possession remains in, or is transferred to, another person. This construction, however, is defeated by the wording of the second part of the letter, which shows that the car is not to become the absolute property of B, for X is instructed to sell it, and such sale by order of A is inconsistent with complete rights of property in B. Now the second half of the document, if we repeat the opening words, runs as follows "This is to authorize you to hold . . . to the order of the National Provincial Bank, etc. . . . the proceeds of the car when sold after deducting your own account." This is a complete equitable assignment, and if had been set out as a separate instrument, severable from the first part of the letter, no doubt it would have been a good equitable assignment. But the severance of the two parts of the letter, mixed up as they are in one sentence with phrases common to both, is obviously an impossible feat.

Joint Liability for a "Dangerous Thing."

A SOMEWHAT novel point went to the House of Lords in *Rainham Chemical Works and Others* v. *Belvedere Fish Guano Co., Ltd.* (66, SOL. J. Rep. 7), and that House affirmed the majority ruling of the Court of Appeal on the main issue, rejecting the dissenting view of Lord Justice YOUNGER (1920, 2 K.B. 487). An explosion had taken place in certain chemical works carrying out contracts with the Ministry of Munitions, and the plaintiffs had suffered injuries as the result of the explosion. They claimed, and in the event obtained, damages against the responsible parties on the ground that the explosives stored in the factory were "dangerous things" which the occupiers of the factory must "keep at their peril" within the rule laid down in the leading case of *Rylands* v. *Fletcher* (L.R. 3 H.L. 330). But it was not equally clear who were the responsible parties. The factory was, in fact, occupied and run by a company; this company with two of its directors were made defendants; and in the event the House of Lords held that, not only the company, but also the directors, were liable as tort-feasors. It was on the liability of the directors that differences of judicial opinion arose. The position was decidedly unusual. In August, 1915, the two

directors in question, who were interested in a novel process for making picric acid, entered into an agreement with the Ministry of Munitions for the manufacture at Rainham, Essex. They, next month, obtained a tenancy agreement of the land for establishing the factory; this agreement had covenants that the tenants were not to "assign, underlet, or part with" possession of the premises without the landlord's consent. They duly erected the necessary works. Then in March, 1916, they formed the defendant company, a private limited liability company with a capital of only £5,000, of which they were appointed governing directors and the whole control of which was vested in them. The company was placed upon the rate-book as occupiers as if there had been assignment of the property, but the landlord never permitted an assignment, and the Ministry of Munitions never recognized the company as its contractor under the original agreement to manufacture picric acid. In the circumstances, the view taken by the Lords was that the directors, being still in physical occupation of the premises, must be regarded as occupiers, not the company to whom they had without legal right assigned them; their occupation, in fact, must be treated as that, not of mere agents for the company, but of trustees retaining their beneficial interest in the land and holding it for the benefit of the company, so that both legal and beneficial owners assume liability for nuisances arising out of the user of the premises for dangerous purposes.

Legal Effects of the Termination of the War.

III.—Effects of the General Order and the Special Orders.

We have seen that two quite distinct forms of legislative provision have been made for the settlement of legal matters arising out of the present war, namely, a General Order, which came into effect on 31st August, 1921, and which we will hereafter assume to have been validly made, notwithstanding grounds for doubt suggested in our last article, and three Special Orders relating to Germany, Austria and Bulgaria respectively, and which will no doubt be supplemented in due course by a fourth affecting Turkey. The dates of those Special Orders were mentioned last week; the only point of importance to remember now is that these dates are different from those of the General Order. The great importance of this will appear presently.

Now, the effect of the General Order is quite different from that of each or all of the Special Orders; they cover quite distinct fields. The General Order fixes the termination of the war for the following purposes:—

(1) The construction of private documents, *i.e.*, "contracts, deeds, or other instruments" which use or imply expressions referring for any legal purpose to the termination either "of the present war" or "of the present hostilities" (Termination of the Present War (Definition) Act, 1918, s. 1 (1)). Examples of this provision are wanting as yet in the reports of decided cases; but a few may be suggested. For instance, a contract, which the parties have by agreement suspended during the continuance of the present war, would be affected by this sub-section; the date at which operation of the agreement would be resumed automatically is 1st September, 1921. A possible illustration is the public contract between the Union-Castle Line and the South African Union Government, by which in 1912 the carriage of mails was leased to this line, subject to an obligation to carry commodities at special freights; this obligation, which otherwise would have expired in 1922, was by agreement suspended in 1915 for the duration of the war. In the absence of other negotiations between the parties, the effect of this would be to extend the operation of the obligation, as well as the exclusive right to the carriage of mails, until the appropriate date in 1928. Again, in a deed, a use created to spring or shift on the termination of the war, would so operate on 31st August, 1921. A similar provision in a will would satisfy the remaining phrase "or other instrument" No doubt the *Ejusdem Generis* rule of construction would give a very limited meaning to "other instruments"; but those limits we must leave to the courts to ascertain.

(2) The exercise of powers conferred by statute on any "Government Department, or any officer of any Government Department" exercisable during the continuance of the war, is to terminate on 31st August, 1921, the date fixed in the General Order (*ibid.*, s. 1 (1)). But here there is an important exception set out in a proviso to the sub-section quoted. His Majesty may fix an earlier date for the termination of any of those powers, if he so deem it expedient. As a matter of fact, this power does not appear to have been exercised directly in any special case. But the same result has been reached by the issue of new Orders in Council amending or cancelling many previous Orders enacting Regulations under the Defence of the Realm Act.

(3) The operation of any "Act of Parliament, Order in Council, or Proclamation," referring expressly or impliedly, "or in whatever form of words" to the "present war or the present hostilities" (*ibid.*). The effect of this is most sweeping, since it puts an end, as from 31st August, 1921, to all emergency legislation, all Orders in Council, and all Proclamations issued by virtue of the Prerogative, in connection with Defence of the Realm or other war purposes, except such as have been made permanent, or extended for a further period, by other Acts of Parliament.

As a matter of fact, there appear to be only four such statutory provisions which are of any public importance, namely:—

(A) The War Emergency Laws (Continuance) Act, 1920, provided for the continuance *after* termination of the war (s. 2 (1)) of certain Defence of the Realm Regulations set out in various schedules; but as this continuance was limited to the 31st August, 1920, that part of the statute has never had any effect. But other sections in the Act provide for the retention of three powers under D.O.R.A. Regulations after the termination of the war, and accordingly these powers came into effect on 31st August, 1921. They are the following:—

First, the Defence of the Realm (Food Profits) Act, 1918, is to continue in force until Food Orders made by the Food Controller under it, regulating prices, have all been revoked (*ibid.*, s. 2 (3)). Most of those Orders have now been revoked, and the rest are being revoked in rapid succession. It cannot be assumed, however, that a Food Price Order is revoked merely because the war is now over; the official Food Manual and the *Gazette* must be consulted in each case;

Second, where Proclamations issued before 31st March, 1920, suspended certain safeguards under D.O.R.A. in respect of an area, then so long as the Proclamation remains in force, certain—but only certain—of the Regulations are to remain in force, namely, those set out in the second schedule of the Act (*ibid.*, s. 2 (4)). Ireland is the only country to which this provision can in fact apply; and the vexed question of Irish jurisdiction we cannot undertake to discuss here;

Thirdly, prosecutions may still be commenced in certain cases in respect of offences committed under the D.O.R.A. Regulations (*ibid.*, 2 (1) and 3 (1)); but the penalty is limited to three months' hard labour and/or a fine of £100 on summary conviction; the assent of the Attorney-General is required; and in Ireland the court must be one or more resident magistrates.

(B) The Courts (Emergency Powers) Acts continue for another twelve months by virtue of their own internal provisions.

(C) The Rent (Restrictions) Act continues until 24th June, 1923.

(D) The joint effect of the Industrial Courts Acts, s. 6 (1), and the Wages (Temporary Regulations) Acts of 1918 and 1919, is that the jurisdiction of munition tribunals came to an end on

30th September, 1920, and does not extend to 31st August, 1921. This was decided, rather unexpectedly, by Mr. Justice ROCHE in *Spencer* v. *Hooton* (37 T.L.R., 280).

It will be seen that the General Order is confined in its operations to matters arising out of special legislation or documentary instruments which have reference to a state of hostilities. It is not concerned at all with matters arising by common law out of the existence of a war, *e.g.*, the status of alien enemies, the criminality of certain relationships with them, the suspension of contracts with them and the prohibition of payments to them, as well as other matters of a similar kind. Nothing in the statute enables a General Order to deal with these points, or to alter the operation of the common law in respect of them. Here comes in the importance of the three Special Orders. Each of these fixes a date for the termination of the war with one particular country, *e.g.*, Germany. The result is that, as from the date mentioned in the Order, the subjects of that State cease to be alien enemies, contracts with them cease to be suspended, payments to them (subject to certain special statutory provisions) cease to be illegal, trading with them is once more lawful, and they can (again subject to special statutory provisions) hold property in Britain. The Special Orders, then, have reference to the termination of the war for common law purposes affecting the rights and liabilities of *alien ami* or *alien enemy*. The date of the termination of the war for each enemy country, therefore, is a different one, fixed in its own Special Order. But the general effect of the Special Orders is largely modified by the existence of special treaties, statutes, and Orders, relating to the disposal of enemy property and the payment of enemy debts. Consideration of this difficult subject must be postponed to our next article.

(*To be continued.*)

Estates by Estoppel.

IT is curious to find a doctrine which seems so specially indigenous to the common law as that of "feeding the estoppel" existing in effect, *viâ* Roman Law, in Roman-Dutch Law and applied as part of that law in Ceylon; but this has been done in two recent cases—*Rajepakse* v. *Fernando* (1920, A.C. 892) and *Fernando* v. *Gunatillaka* (1921, A.C. 357). The doctrine is that, where a grantor by deed who at the time of the grant, containing a recital of his interest, has not in the property the interest granted, but subsequently acquires that interest, then he is estopped from saying that he had not such interest, and in pursuance of this estoppel the interest which he ought to have had at the time of the grant, and which he has since acquired, vests in the grantee. The interest is said to feed the estoppel.

How old the expression is, we do not know. It may be part of the picturesque language of the lawyers of the seventeenth century, like the reporter's saying in one of the early Chancery reports that a certain argument went down with the judges like chopped hay. It is, at any rate, to be found in *Doe* v. *Oliver* in 1829 (5 Man. & Ry. 202, 2 Sm. L.C., 12th ed., II, 746), and has been in familiar use since. Thus in *Cuthbertson* v. *Irving* (1859, 4 H. & N., at p. 754), MARTIN, B., in delivering the judgment of the Court of Exchequer, said: "Where a lessor by deed grants a lease without title and subsequently acquires one, the estoppel is said to be fed, and the lease and reversion then take effect in interest and not by estoppel." And though, for some purposes, there is no estoppel if the grantor has some interest which in fact passes—thus where a lessor grants a lease for a longer term than he himself has, the lessee is not estopped from showing that it has since determined: *Alehorne* v. *Gomme* (2 Bing. 54, 60); notes to *Walton* v. *Waterhouse* (2 Wms. Saund., p. 418); yet this limitation does not apply to the doctrine of feeding the estoppel, and a partial interest which actually passes may be enlarged into an absolute interest by the subsequent acquisition of a further title by the grantor.

Thus, in *Poulton* v. *Moore* (1915, 1 K.B. 400, at p. 415), PHILLIMORE, L.J., said: "The law [of estoppel by recital in a deed] operates when a grantee of land has had a conveyance of the whole interest in the land from a grantor who himself at the time had only a partial interest in the land. The former then has a right, when the grantor gets the entire interest in the land, to say as against all the world that that interest has passed to him. . . . The estate feeds the estoppel, and therefore ceases to be an estate by estoppel only and becomes an interest." The last sentence is elliptically expressed, though the meaning is clear. But if the estoppel requires to be fed, there must be food, and if the estate which should feed the estoppel is destroyed before it has been consumed, no estate by estoppel arises. There can, then, as BACON, V.C., said in *Heath* v. *Crealock* (18 Eq., p. 242), exist no food for the supposed estoppel. Further, as was pointed out in the Court of Appeal in that case (10 Ch. App., p. 30), the estoppel arises not out of the grant, but out of the recital which leads up to the grant, and this must be a precise statement of the estate which is to pass; otherwise there is no estoppel; see also *General Finance, &c., Co.* v. *Liberator, &c., Building Society* (10 Ch. D. 15).

Feeding the estoppel is a common law doctrine. Corresponding to it in equity is the rule enunciated by SHADWELL, V.C., in *Noel* v. *Bewley*, that if a person has conveyed a defective title, and he afterwards acquires a good title, the court will make that good title available to make the conveyance effectual. And the equitable view of the doctrine was elaborated by BACON, V.C., in *Keate* v. *Phillips* (18 Ch. D., p. 577): "The common law doctrine of estoppel was a device which the Common Law courts resorted to at a very early period to strengthen and lengthen their arm, and, not venturing to exercise an equitable jurisdiction over the subject before them, they did convert their own special pleading tactics into an instrument by which they could obtain an end which the Court of Chancery, without any foreign assistance, did at all times, and I hope will at all times, put into force in order to do justice." And then, adding that the doctrine of estoppel was purely legal, the Vice-Chancellor declined to apply it to the case of a trustee, if the effect would be to deprive his beneficiaries of the estate. The equitable doctrine stated in *Noel* v. *Bewley* (*supra*) has been applied in subsequent cases—*Re Hoffe's Estate Act*, 1855 (82 L.T. 556; W.N. 1900, p. 114); *Re Bridgwater's Settlement* (1910, 2 Ch. 342); *Re Harper's Settlement* (1919, 1 Ch. 270); though in this last case SARGANT, J., pointed out that the actual application of the principle in *Noel* v. *Bewley* was wrong.

The doctrine which in equity corresponds to "feeding the estoppel" at law seems to be substantially the same as the rule of Roman-Dutch Law which has been applied in the two Privy Council cases mentioned above. In the first—*Rajapakse* v. *Fernando*—one T. CARRY had in 1909 made a grant to the respondent's predecessors in title of Crown land to which he had then no title, and this grant was duly registered a few days later. In 1912 he obtained a grant of the land from the Crown, and this was registered in 1914, but in a different folio from the registration of 1909, and there was not, as required by the Land Registration Ordinance, 1892, any reference to the volume and folio of the earlier registration. The Judicial Committee considered that this infringement of the regulation was intentional on the part of CARRY, and they were not prepared to hold that the registration of the Crown grant had any effect in law. Subsequently CARRY mortgaged the land to the predecessor in title of the appellant, who was the plaintiff in the Ceylon Court of first instance, and who sued to recover possession. Under these circumstances, the defendant in the original court and respondent on appeal set up the defence or *exceptio* of *rei venditæ et traditæ* in accordance with a doctrine of Roman-Dutch Law which may be stated as follows: On the confirmation of the right of a grantor, the originally invalid right of the grantee becomes confirmed from the moment that the grantor first acquired title, and he may either sue the grantor on account of the loss of his possession or raise the defence of ownership. Lord MOULTON, who delivered the judgment of the Committee, treated this as identical with the English doctrine of feeding the estoppel, and hence the

appellant's title under the grant of 1909 was validated by the Crown grant of 1912, and prevailed over the title of the respondent. "It is possible," said Lord MOULTON, "that the existence of a scheme of compulsory registration might, under certain circumstances, bring about modifications of the application of the doctrine in Ceylon, but in the present case no such difficulties arose, because the earlier conveyance was duly registered and was the only deed relating to the lands in question which was registered or even existing at the time."

The nature of the defence of *rei venditæ et traditæ* has been more fully considered in the other of the two recent cases—*Fernando* v. *Gunatillaka*—and on this occasion the analogy of "feeding the estoppel" was not so closely followed. The principle was traced back by Lord PHILLIMORE to the Roman Law, and he pointed out that it did not rest upon estoppel by recital and was broader in its effect than the English rule. But the original requirement of delivery has been extended in Roman-Dutch Law to include matters which, according to modern practice, are equivalent to *traditio* in Roman Law; in other words, grant has taken the place of livery of seisin. Substantially the principle of the Roman-Dutch Law appears to be the same as the equitable rule to which we have referred above. Quite apart from the effect of recitals, a grantor in title must make good his grant out of any title he may subsequently acquire; or rather, the grantee's defective title is automatically made good by the subsequent title. But the question which may arise in the case of a subsequent *bonâ fide* purchaser for value has not been dealt with. It was referred to by Lord PHILLIMORE in *Poulton* v. *Moore* (*supra*), and was referred to by him again in the present case, but only to leave it unanswered. It is not given to all members of the Committee to be intimately acquainted with the various systems of law which come before it for consideration; but the present judgment shows the advantage of an expert in Roman Law dealing with cases where that comes in question.

The Legal System of Scotland.

II.—Scots Law and the Institutional Writers.

IN our first article we discussed briefly the judicial and professional system as it exists to-day in Scotland. We said that it is almost ideally simple and symmetrical. For substantial purposes, it consists of two courts, the Court of Session, with its criminal counterpart the High Court of Justiciary, which together make up the "High Justice," and the Sheriff-Courts, which make up the "Low Justice." Now the system of jurisprudence which these courts administer has also the merit of being singularly simple, compact, and symmetrical. It can be found with an ease unknown to the searcher after light on some obscure point of English Law. It has no vexatious division into Law and Equity. And it has authoritative standards from which all law is derived or supposed to be derived, for an element of legal fiction enters into this theoretical doctrine. But, first, in order to understand all this, we must consider very briefly the origin of Scots Law.

All European systems of law are ultimately derived from just two sources, namely, the tribal customs of the Aryan tribes which form the inhabitants of European nations, and the orderly jurisprudence of the Roman Empire. But, just as the languages of the Romans and the northern nations have assimilated very different proportions of Latin and Teutonic respectively, so the legal systems of different nationalities have accepted more or less of Roman Law. In England the ancient English customs, modified by Norman-French institutions, and interpreted by English judicial minds, supply the foundations of our Common Law; Roman Law appears only in Equity and in Mercantile Law. The Canon Law, a peculiar modified form of Roman Law, appears also in our Consistorial Laws, *i.e.*, the rules of family obligations. On the Continent, however, the reverse is true. Roman Law, sooner or later, asserted itself everywhere, and the Feudal and even the Canon Law took quite a second place. In this respect Scotland adhered to the Continent. Roman Law was and is the essential basis of the Law of Scotland except where repugnant to Christian doctrine into the feudal tenure of land. It is the basis even of the law of marriage and the family: for the Canon Law disappeared entirely at the Reformation and pure Roman Law took its place. Tribal Law, in the Highlands, was never accepted as valid by the Court of Session sitting in Edinburgh, and vanished utterly into space after the abolition of the "Life and Death" jurisdiction of the feudal chiefs over their clansmen in 1746. Feudal Law, in the Lowlands, very soon vanished. The Scots Land Laws, subject to the exceptions mentioned above, are based on Roman Law.

The history of this domination of Scotland by the Roman Law is exceedingly interesting. It was due to three causes. In the first place the Scots Kingdom, unlike the English, never was a Teutonic Kingdom. It was a Celtic Kingdom, although seated at Edinburgh, and possessed of Lowland vassals who were Saxon or Dane or Norman. To it the Teutonic Feudal Law was anathema. So, as it gathered strength, after the repulse of the English invasion at Bannockburn in 1314, the Scots people cast off every vestige of Teutonic customs. The University of Glasgow came into existence and became a great law school. It took its Law from Paris and Bologna. The clerical lawyers whom it produced learned the Roman Law and applied it everywhere in their land.

Next came the alliance with France during the reigns of the earlier Tudor sovereigns. With this alliance came an admiration of French institutions. The Scots Parliament was remodelled on the States-General. The Scots Court of Session was founded on the model of the *Parlement* of Paris. The Sheriff in each county was given all the powers of a Royal *Intendant* in France. The French local customs, of course, could not be copied; France had a great variety of legal systems, one for each of her seventeen provinces. But the superior jurisprudence of France, taught by the Sorbonne and applied by the *Parlements* wherever no local custom varied it, was the Roman-French Law largely derived from Italian sources. The Scots judges naturally borrowed this, and with it they turned a second time to the great Roman Jurists. The Institutes of Justinian became a recognized authority on Scots Law.

But a third stage was still to come. At the Reformation French influence was swept away. For a time there was something like legal anarchy. Then the Scots Calvinists joined in union with the Dutch Calvinists. Leyden University in Holland became the resort of Scots law-students; indeed, to this day, a Scots advocate is supposed to spend his "year of idleness," before call to the Bar, at the University of Leyden, though this is no longer insisted on. Upon his return he must write a thesis on a text of Justinian's Pandects, and defend it in Latin before three members of the Faculty of Advocates appointed to try him. Well, at Leyden, the Scots lawyer, from 1550 to 1707, absorbed the Roman-Dutch law. In time Grotius became one of the Scots legal heroes. While the Institutes of Justinian remained the foundation of Secular law, the famous Institutes of John Calvin, named after those of Justinian, became the law of the Church. Glasgow University remained the seat of legal learning, for Saint Andrews and Aberdeen had no law school, and Edinburgh University was not founded until early in the eighteenth century.

This was the state of affairs when Cromwell conquered Scotland after the battle of Dunbar in 1651. Then an extraordinary thing happened. Cromwell imposed on Scotland English judges and the English law. The Scots judges were driven into exile. Their old law-books were burned. The titles to land disappeared in the Civil Wars. So when the Restoration arrived in 1660, Scotland recovered her freedom but found that her legal system had vanished. How was it to be restored? The Scots Parliament was detefmined that it should be done. And it selected an extraordinary, but most effective, method of achieving this purpose. There was in Glasgow University a Professor of Scots Law named Dalrymple, a lawyer of extremely accurate learning. He was appointed Lord President of the Court of Session and created Viscount Stair. He also became for a time the Scots Lord Chancellor, an office finally abolished at the Revolution of 1689, when most of its functions were transferred to the Lord Advocate. Dalrymple of Stair set out to bring back Scots Law into the courts. In order to do so he composed a complete and comprehensive treatise on the Laws of Scotland, known as Stair's Institutes. This work obtained the *imprimatur* of Parliament and was definitely recognised as the authoritative Code of Scots Law. Every statement in it is an authoritative statement of Scots Law which the courts must recognise and give effect to. Stair's work was supplemented at a later date by two other works which each obtained the same judicial recognition, namely, Erskine's Institutes and Bell's Principles. These three books are the law of Scotland. No statement not contained in them is authoritative law, even although decided by the House of Lords, for in theory judges are not bound by precedent in Scotland—although, in practice, the English system of following previous judicial decisions is now universally accepted. If no statement appears, on any point of law, in Stair or Erskine or Bell, then the *corpus juris civilis* of Justinian is the authority. Of course, a Scots statute which alters the law as declared in these writers is also binding; but only so long as it continues to be observed; a Scots statute may lose its force by becoming obsolete, *i.e.*, by negative prescription. On the other hand, statutes of the British Parliament, since 1707, are not subject to this rule; they cannot lose validity except by repeal, in Scotland as in England.

The Scots Law, then, is to be found as follows: First, in the Institutional writers, Stair, Erskine and Bell, whose works are regarded as forming a complete code of the law. Failing them, in the *corpus juris civilis* of Justinian. Failing these, then in any authoritative source of Roman Law; the rules of Justinian's day decide the order of recourse to, and the respective weight of, these Roman authorities. Failing these, then in practice (but not in strict theory), in the decisions of the law courts, House of Lords first, then Court of Sessions, and so on. At one time, indeed, after the union of the Parliaments in 1707, the Court of Session claimed to be final Court of Appeal in Scotland and refused to accept the superior jurisdiction of the House of Lords; but this claim had at last to be abandoned.

Just one point more can be mentioned here. A leading characteristic of Scots Law has long been her system of Land Registration. This was brought into existence at the Revolution of 1689, fo very interesting reasons. Titles had got destroyed in the constant religious wars. The Whig nobles, the greatest land-owners of the country, were mostly exiles in Holland during the reign of James II and returned in 1689 to resume their estates. While in Holland they constantly met at a café in The Hague and discussed the improvement of Scots law. One point which occurred to these exiles of rank was the urgent importance of some simple mode of verifying titles to estates in land. The plan of a Register of Sasines was suggested, by whom is not known, and on their return to Scotland in 1689, when these great Whig nobles controlled the Scots Parliament and the Court of Session, they put it systematically into force. This is the romantic origin of the two great characteristics of the law of Scotland.

Res Judicatæ.

Recovery of Possession by Mortgagee.

Under R.S.C. Ord. 55, r. 5A, a mortgagee can take out an originating summons for "sale, foreclosure, delivery of possession by the mortgagor." It has been considered that this does not enable the mortgagee to take out a summons for possession only. The summons can only ask for possession as ancillary to sale or foreclosure, and so it was held by Sterling, J., in an unreported case of *Hill* v. *Stephens*. The reason is that where the mortgagee requires possession only, his proper remedy is an action for recovery of land. But on the corresponding Irish rule, which is slightly but not substantially different, it has been held that an originating summons might be taken out for possession alone. The point has now been considered by Eve, J., in *Wallis* v. *Griffith* (1921, 2 Ch. 301), and he has preferred the English to the Irish practice. Hence an order for delivery of possession without other relief cannot be obtained on originating summons. It will be difficult, however, to support the distinction in principle.

The Operative Date of an Appealed Judgment.

One of the most amazing characteristics of our Common Law is that some points which must have been decided in practice a thousand times seem not to be the subject either of a reported decision or of an authoritative statement in some recognised text-book. For example, it happens every day that a judgment is reversed on appeal and judgment entered for the party unsuccessful below. What is the correct date of that judgment? Can the court exercise a discretion as between the dates of the first hearing and of the appeal? Well, this point has just been decided for the first time in an authoritative reported case by the Court of Appeal: *Nitrate Produce Steamship Co.* v. *Shortt Brothers Ltd.* (66 S.J.Rep. 5). Here shipowners sued merchants to recover damages for breach of contract. Mr. Justice Bailhache found for the defendants; but, taking into consideration the intention of plaintiffs to appeal, he found that the damages—if there was a breach—were £50,000. The House of Lords reversed his judgment and that of the Court of Appeal, who had affirmed it. They ordered judgment to be entered for the plaintiffs without further trial for £50,000, and remitted the case to the King's Bench Division, "to do therein as should be just and consistent with this judgment." Now, in the ordinary course of events, a judgment runs from the date it is delivered in the court which makes it—the House of Lords, if that court pronounces a new judgment not affirming those below. But in the present case Mr. Justice Bailhache considered that the words just quoted gave him a discretion, or rather were a mandatory direction, to enter judgment as from the date on which he had originally found that £50,000 was the correct amount of damages, namely, at the first hearing. There is a special power, given by Order 41, rule 3, for a court to antedate its own judgment in a proper case; but Mr. Justice Bailhache did not purport to act on this power, and the Court of Appeal held that it did not, in any event, contemplate a case like the present. The reason he considered himself bound to act as he did was that the plaintiffs ought in justice to have interest on their judgment as from the earliest date possible; interest, as a rule, only runs from the date of judgment. But the practical effect of this is to give the plaintiff a larger sum than the House of Lords actually awarded, namely, £50,000 *plus* the interest thereon between the dates of first judgment and final judgment. The Court of Appeal held that such a procedure is inconsistent with the judgment of the House of Lords, and directed that judgment must be entered as on the date when the House of Lords gave its decision.

Period of Gestation.

A case of great importance to all divorce practitioners was decided by Lord Birkenhead, sitting as an additional Divorce Judge, in *Gaskell* v. *Gaskell* (38 *Times* L.R. 1). A husband had filed his petition for adultery, proceeding by leave without naming a respondent, relying on the fact that his wife had brought a child into the world 331 days after she last could have had intercourse with her husband. No known case exists in which gestation has taken so long, but the medical witnesses—while considering such a period as very extraordinary, the next longest known cases being ones of 324 and 323 days respectively, both noted as very unusual—were unable to fix an outside limit to the period of gestation in the existing state of knowledge. In other words no scientific mode of calculating the possible length of gestation exists; so that medical opinion on the subject is purely empirical. A case longer than any previously recorded becomes simply a new fact to be accepted as such if substantiated by reliable evidence, and not to be rejected as incredible. In these circumstances the rule which applies obviously is *Facta probata non probabilia cogunt judicium*, which rule was applied to a case like the present by Lord Lyndhurst in *Head* v. *Head* (1 Sim. and St. 150), where that learned Chancellor said that the court must be satisfied that intercourse did not take place "not on a mere balance of probabilities, but upon evidence which must be such as to exclude all doubt—that is, of course, all reasonable doubt—in the minds of the court and jury to whom that question is submitted." So Lord Birkenhead dismissed the petition. He held that the husband's suspicion was not justified, but that it had not been unreasonable, and therefore ought not to be regarded by the wife as a reason for refusing to live again with her husband if the latter so desired.

The Insurance of Domestic Servants.

One of the earliest cases to be decided since the resumption of the courts, that of *In re Rugby School* and others (66 Sol. J. Rep. 8), concludes a point which has troubled lawyers and magistrates to an extent out of all proportion to its real magnitude. Part II of Schedule I, Unemployment Insurance Act, 1920, excludes from the necessity of statutory insurance against unemployment, persons engaged "in domestic service, except where the employed person is employed in any trade or business carried on for the purposes of gain." This clearly excludes the domestic of the ordinary household, but may require insurance of a housemaid in a doctor's house who opens the front-door to his patients. What, however, is its effect on the employees of clubs, endowed schools, and other educational institutions? This was the point taken before Mr. Justice Roche. He accepted the definition of domestic servants given in *Pearce* v. *Lansdowne* (69 L.T., 316), holding that a domestic servant is a person whose function properly consists in administering to the needs and wants of his employer, his family, and his guests, in his domestic residence. That being so, all servants of clubs and boarding schools would

seem within the definition, and thereupon are *primâ facie* "domestics." But then the point arises, "whether they are excepted on the ground that they are employed for the purposes of gain." In a mutual club and an endowed school, the answer clearly seems no. As regards proprietary clubs and private boarding schools, the position is more difficult. But Mr. Justice Roche held that he must really ask simply whether these institutions have what he called "a commercial element or commercial taint," or are substantially intended for purposes of a non-commercial kind. This latter he held to be the correct view as regards all clubs and schools, so that the employees of these institutions are exempted from the necessity of unemployment insurance. How far the doctor's housemaid comes within the spirit of this decision or remains outside it, is still open for decision.

Correspondence.

Equitable Estates in Fee Simple.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Conveyancers are indebted to you for calling attention to the decision of the Court of Appeal in *Re Bostock's Settlement*. You say that since the doctrine as to the necessity of words of limitation is under consideration the matter is perhaps more singular than important. I do not take this view. Many titles must have been accepted on the authority of the long line of cases deciding that an equitable estate in fee simple can be created without words of limitation. Personally, I have within the last few months accepted a title which depends on the correctness of these cases. It is to be hoped that *Re Bostock's Settlement* will be taken to the House of Lords.

Yours etc.,
A Conveyancer.

3rd November.

The Merchant Shipping Act, 1921.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In your note on the above statute you make the extraordinary statement that London (*i.e.*, the Thames) is "non-tidal beyond London Bridge." What is the authority for this? The tide rises nearly twenty feet at London Bridge and as far as my recollection goes runs up to the first lock.

Countryman.

1st November.

[We must defer to the superior authority of our correspondent on what is a question of navigation, not of law.—Ed., *S.J.*]

The Father of the Profession.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The obituary in the Law Society's *Gazette* for October contains the names of seven solicitors all of whom had been admitted 57 years and upwards, viz.:—

Sir C. J. Follett	Admitted	1864.
The Rt. Hon. Lewis Fry	,,	1854.
Mr. G. H. Knapp-Fisher	,,	1850.
Mr. John Robinson	,,	1860.
Mr. W. H. Saltwell	,,	1848.
Mr. Samuel Watson	,,	1860.
Mr. W. W. Welton	,,	1860.

It would be interesting to know who is now the senior solicitor on the roll.

M. I. L. S.

London, S.W.1,
2nd November.

[Our correspondent has not noticed that Mr. Lewis Fry died recently.—Ed., *S.J.*]

In Parliament.

House of Lords.

LORD TREVETHIN.

The Right Honourable Sir Alfred Tristram Lawrence, Knight, having been created Baron Trevethin of Blaengawneg, in the County of Monmouth, was (in the usual manner) introduced. (27th October.)

Questions.

BETTING BY CHEQUE.

Lord Muir Mackenzie: My Lords, I beg to ask the Lord Chancellor a question of which I have given him private notice. It is, Whether the attention of the Government has been called to the decision of this House in the case of Sutters against Briggs relating to the payment of debts, and to the very serious inconvenience arising from the state of the law as disclosed in the decision, having regard to the many payments made in good faith and in the belief that payments by cheque were good?

The Lord Chancellor, in the course of his reply, pointed out that in 1835 it was the law that a man who paid a betting loss, whether by cash or by cheque, could recover it, and when by the Gaming Act, 1835, changes were made in the legal position of bills and notes given in connection with gaming and other matters as well, section 2 was introduced in order that losses paid by cheque should still be recoverable just like losses paid in cash, and continued:—

"Ten years later it was realised that if a man chose to pay his debt in money it really was not the concern of the Legislature to prevent him, and an Act of Parliament was passed which gave effect to that realisation. But quite evidently it escaped the notice of those who passed this Act that in the Gaming Act, 1835 (which, as I have said, dealt with a variety of topics) there was contained a section which expressly provided that, if a gaming debt was paid by cheque, the payer could recover it, and it is to that circumstance that is to be referred the difference which has been the subject of a good deal of uninstructed comment recently. Now, whoever is responsible for that, it ought not, I think, and indeed it could not, be put upon any judges. Your lordships know well enough the circumstances under which, in this House, we discharge judicial functions. We are there to state what the law is. Your lordships have never authorised us, nor has the House of Commons authorised us, when we see, as we think, opportunities of improving the law, to convert ourselves at any moment we may select into a legislative body; and it seems to me extremely unlikely that either this House or the House of Commons will ask us to undertake such functions in the future.

"It has been suggested in many quarters, and the question invites me to consider the matter, that there will be grave dislocation of the business of many people. That undoubtedly will be so. Let me make plain the nature and extent of that dislocation. It means that, within the period of the Statute of Limitations, any person who has lost money by betting under the defined circumstances and has paid his loss by cheque, can recover from the person to whom he has paid it, and I have no doubt that many cases could be found in which persons who have discharged a representative function may find themselves under a legal compulsion to prosecute such claims. The inconvenience of that is manifest, and it is not, to those who suffer, rendered more tolerable by the fact—it undoubtedly is a fact—that the section under consideration had escaped the attention of most of those concerned for a very long period of years."

In concluding the Lord Chancellor said that the whole law of gaming in this country was in an extremely illogical and unsatisfactory condition. He could perfectly well see how it could be made simple and intelligible, and yet, he thought, not tending to encourage gambling, and he suggested that, if Lord Muir Mackenzie cared to test the feeling of Parliament, it could be done by introducing a single clause measure so as to discover whether their Lordships' view was that there was on the whole a very widespread inconvenience, springing from irrational causes, and one admitting of simple remedial treatment. (27th October.)

Bill Presented.

Lord MUIR-MACKENZIE introduced a Bill to amend the Gaming Act, 1835. The operative clause is :—

"Section 2 of the Gaming Act, 1835 (which makes money paid to the indorsee, holder, or assignee of securities given for consideration arising out of certain gaming transactions recoverable from the person to whom the securities were originally given) is hereby repealed, and no action for the recovery of any money under the said section commenced on or after the 25th day of October, 1921, shall be entertained by any Court." (1st November.)

House of Commons.

Questions.

ENEMY AIR-RAIDS (COMPENSATION CLAIMS).

Mr. BOWERMAN (Deptford) asked the Financial Secretary to the Treasury if he is aware that claims for compensation for loss of homes destroyed by enemy air-raids in London in September, 1915, still remain unsettled; that the sufferers have made repeated application to the Reparation Claims Department, but without satisfactory result; and if he can state when these compensation claims are likely to be settled?

Mr. YOUNG: All claims in respect of air-raid damage which have not already been satisfied will be submitted by the Reparation Claims Department to the Royal Commission on Compensation for Suffering and Damage by Enemy Action, which was appointed on the 15th August last. The Royal Commission will recommend the distribution to individuals of the first sum of £5,000,000 received by this country from Germany on account of reparation. The amounts hitherto received from Germany are insufficient to satisfy the prior claim for cost of occupation, and accordingly nothing has yet been received on account of reparation. I am unable to state when the sum of £5,000,000 on account of reparation will be received.

WORKMEN'S COMPENSATION ACT.

Mr. CHARLES EDWARDS (Monmouth, Bedwellty) asked the Home Secretary if he can give the date when the 75 per cent. given to injured workmen under the Workmen's Compensation Act will cease; whether it is the intention of the Government to bring in a Bill to give effect to the Holman Gregory Report on this matter; and, if not, how and when they propose to deal with it?

Mr. SHORTT: Provision has been made in the Expiring Laws (Continuance) Act of this Session for the continuance of the War addition until 31st December, 1922. As regards the latter part of the question, the Government will consider very carefully whether it will be possible and advisable to deal with the matter during the next Session of Parliament. (25th Oct.)

Bills Presented.

The National Health Insurance (Prolongation of Insurance) Bill—"to extend temporarily the period during which persons who are unemployed may remain insured under the general provisions of the National Health Insurance Acts, 1911 to 1921," presented by Sir Alfred Mond. (Bill 225).

The Industrial Armistice Bill—"to avert strikes and lock-outs for a period of five years," presented by Mr. Jesson. (Bill 228).

The Education Act (1921) Amendment Bill—"to amend the Education Act, 1921," presented by Mr. Thomas Davies. (Bill 229). (26th Oct.)

Societies.

United Law Society.

A meeting was held in the Middle Temple Common Room, on Monday, 24th October Mr. C. P. Blackwell in the chair. Mr. S. E. Redfern moved:—"That this House is of opinion that the right of appeal to the House of Lords should be abolished." Mr. G. W. Fisher opposed. Messrs. G. B. Burke, Neville Tebbutt, Ivan Horniman, H. V. Rabagliati and W. S. Jones having spoken, Mr. Redfern replied. The motion was then put to the House and was lost by five votes. The House adjourned at 9.30 p.m.

Law Students' Journal.

Law Students Debating Society.

At a meeting of the Society held at the Law Society's Hall on Tuesday, 25th October, 1921 (chairman, Mr. D. E. Oliver), the subject for debate was: "That this House deplores the decision of the House of Lords in the case of *Lucas Tooth* v. *Lucas Tooth* and others (1921, A.C. 594)." Mr. J. F. Chadwick opened in the affirmative. Mr. V. R. Aronson seconded in the affirmative. Mr. P. Quass opened in the negative. Mr. A. R. Clarke-Williams seconded in the negative. The following members also spoke: Messrs. W. M. Pleadwell, W. S. Jones, D. Nimmo, C. V. Packman and J. W. Morris. The opener having replied, the motion was lost by four votes. There were sixteen members and two visitors present.

At a meeting of the Society held at the Law Society's Hall on Tuesday, 1st November, 1921 (chairman, Mr. A. R. N. Powys), the subject for debate was: "That in the opinion of this House the political philosophies of the present day afford no solution to the problems of modern politics and that the country is in need of a new political faith." Mr. Richard O'Sullivan opened in the affirmative. Mr. F. G. Enness opened in the negative. The following members also spoke: Messrs. J. F. Chadwick, D. E. Oliver, J. W. Morris and Raymond Oliver. The opener having replied, the motion was carried by one vote. There were fifteen members and one visitor present.

Payment of Bets.

The following letter by "M. D. C." appeared in the *Times* of the 2nd inst.:—

A very simple amendment of the law could put horse-racing bets on the same footing as other wagers. All that is wanted is a single clause Bill repealing the statute of Anne and the Act of 1835. This would bring racing bets under the general rule laid down by s. 18 of the Gaming Act, 1845, as amended by the Act of 1892. Payment of the bet could not be enforced, but if the bet was paid the payment would stand good, like any other voluntary payment. As every one knows, the safest policy that can be got at Lloyd's is an "honour policy."

When the law relating to bills, notes, and cheques was codified in 1882, the Act of Anne and the Act of 1835 were, of course, considered. For obvious reasons Lord Herschell, who took charge of the codifying Bill, was of opinion that only the general law should be dealt with, and that special Acts relating to special classes of bills and notes should be left standing outside. Among the curiosities of legislation is a temporary Act of 1863 dealing with the form of certain small promissory notes. This Act has been kept alive to the present day by inclusion in the annual Expiring Laws Continuance Acts.

Legal News.

Appointments.

Mr. ALEXANDER MACMORRAN, K.C., has been appointed to be a Commissioners of Assize to go the North-Eastern Circuit.

Mr. CYRIL ATKINSON, K.C., has been appointed to be the Referee to decide complaints referred to him by the Board of Trade under s. 1 (5) of the Safeguarding of Industries Act, 1921.

Court Papers.

Crown Office, 26th October, 1921.

Days and places appointed for holding the Autumn Assizes, 1921:—

SOUTH-EASTERN CIRCUIT (SECOND PORTION).

Mr. Justice Bailhache.

Saturday, 19th November, at Hertford.
Wednesday, 23rd November, at Maidstone.
Thursday, 1st December, at Guildford.
Wednesday, 7th December, at Lewes.

MIDLAND CIRCUIT.

Wednesday, 30th November, at Birmingham.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date		Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Peterson.
Monday	Nov. 7	Mr. Synge	Mr. Jolly	Mr. Synge	Mr. Garrett
Tuesday	8	Garrett	More	Garrett	Synge
Wednesday	9	Bloxam	Synge	Synge	Garrett
Thursday	10	Hicks-Beach	Garrett	Garrett	Synge
Friday	11	Jolly	Bloxam	Synge	Garrett
Saturday	12	More	Hicks-Beach	Garrett	Synge

Date		Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence
Monday	Nov. 7	Mr. Hicks-Beach	Mr. Bloxam	Mr. More	Mr. Jolly
Tuesday	8	Bloxam	Hicks-Beach	Jolly	More
Wednesday	9	Hicks-Beach	Bloxam	More	Jolly
Thursday	10	Bloxam	Hicks-Beach	Jolly	More
Friday	11	Hicks-Beach	Bloxam	More	Jolly
Saturday	12	Bloxam	Hicks-Beach	Jolly	More

Winding-up Notices

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, Oct. 28.

G. & S. WILLS LTD. Nov. 12. G. H. Bullimore, Queen-st., Norwich.

THE "AJAX" BOLT & NUT CO. LTD. Nov. 7. E. I. Law, Kingscourt, Bridge-st., Walsall.

WARREN & CO. (SOUTH SHIELDS) LTD. Nov. 8. Robert Chapman, Barrington-st., South Shields.

THIRD HULME PERFECT THRIFT BUILDING SOCIETY. Nov. 25. James Courtman, 261, Stretford-rd., Hulme, Manchester.

X.L. BREEZE BLOCK CO. LTD. Nov. 28. G. W. Odell, 25, Lime-st., E.C.3.

London Gazette.—TUESDAY, Nov. 1.

TRELEROSE LTD. Nov. 30. C. H. N. Lavender, 34, Devonshire-chmbrs., Bishopsgate, E.C.2.

THE MANNINGHAM PICTURES LTD. Nov. 24. William Bateman, 26, St. Petersgate, Stockport.

NEW PROCESS ELECTRIC LAMP CO. LTD. Dec. 3. William S. Deyes, 10, Cook-st., Liverpool.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Oct. 28.

The Eastern Shipping Agents Ltd.
John E. Shackleton Ltd.
Netley Motor Works Ltd.
The Phonopore Construction Co. Ltd.
Interoceanic Traders Ltd.
Autoglider Ltd.
Sidney Snow Ltd.
H. P. Wilson & Co. Ltd.
Faulkner & Jordan Ltd.
Patent Plug Co. Ltd.
Timmins Drug Stores Ltd.
Plucca Pruners Ltd.
Chandler, Dixon & Co. Ltd.
Radium Specialty Co. Ltd.
Edwards & Nicholson Ltd.
The Welch Ale Brewery Ltd.
Hokitika Syndicate Ltd.
Leeson Sponge and Rubber Co. Ltd.
Dangan Rubber Co. Ltd.
Southern Metal Presswork Co. Ltd.
Metropolitan Review Ltd.
Cowey Motorcars Ltd.
National Welsh Slate Quarries Ltd.
Chadwick Brothers (Dewsbury) Ltd.
Greenoff Shoe Co. Ltd.
Boncreme Ltd.
Smethwick Foundry Co. Ltd.
James Cheetham (Manchester) Ltd.
The Galkandewatte Tea Co. Ltd.

London Gazette.—TUESDAY, Nov. 1.

The Ibstock Gas Co. Ltd.
British Woodworkers Ltd.
Anglesey Produce and Supply Society Ltd.
Monarch Co. Ltd.
J. B. Hall & Co. (Hanley) Ltd.
Automobile Service Ltd.
The Light Engineering Co. Ltd.
The Champion Reef Gold Mining Co. of India Ltd.
Regent Carriers Ltd.
Winnebah Search Syndicate Ltd.
W. A. Boyle Ltd.
New Era Syndicate Ltd.
Remy Car Co. Ltd.
U.S.A. Studios Ltd.
The Guildford Electricity Supply Co. Ltd.
Audley & Robinson Ltd.
London Drug & Dental Co. Ltd.
F. B. Burley & Co. Ltd.
Shields Coasters Ltd.
The Manningham Pictures Ltd.
New Process Electric Lamp Co. Ltd.
R. Bovier & Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, Oct. 28.

ALLONBY, JOHN, Hockley. Chelmsford. Pet. Sept. 28. Ord. Oct. 24.
BARBER, SARAH, Triangle, Yorks. Halifax. Pet. Oct. 25. Ord. Oct. 25.
BETTS, HILDA, Tivetshall. Norwich. Pet. Sept. 21. Ord. Oct. 24.
BROOK, ARCHIBALD W., Sittingbourne. Rochester. Pet. Oct. 25. Ord. Oct. 25.
CARROLL, FRANCIS, Wallasey, Chester. Liverpool. Pet. Oct. 26. Ord. Oct. 26.
CASS, A. & SONS, Liverpool. Liverpool. Pet. Oct. 10. Ord. Oct. 25.
COOKE, ALFRED, Heaton Chapel. Manchester. Pet. Oct. 11. Ord. Oct. 24.
COPE, EDWARD B. K., Churston Ferrers, near Torquay. Poole. Ord. Oct. 24.
DEWHIRST, WILLIAM, New Wortley. Leeds. Pet. Oct. 22. Ord. Oct. 22.
FIELD, ALFRED W., Cinderford. Gloucester. Pet. Oct. 25. Ord. Oct. 25.
GREEN, EDWIN G., Woodbridge. Ipswich. Pet. Oct. 25. Ord. Oct. 25.
GROVES, ALFRED, Pensford. Wells. Pet. Oct. 25. Ord. Oct. 25.
HAGUE, JONAS H., Long-acre. High Court. Pet. Sept. 8. Ord. Oct. 26.
HARRISON, WILLIAM H., Bradmore. Wolverhampton. Pet. Oct. 24. Ord. Oct. 24.
HUGHES, WILLIAM, Upper Lydbrook. Gloucester. Pet. Oct. 26. Ord. Oct. 26.
JAMES, JOHN, Godre Graig, Glam. Neath. Pet. Oct. 24. Ord. Oct. 24.
JOSLIN, ALFRED, Carlisle. Carlisle. Pet. Oct. 24. Ord. Oct. 24.
KING, WILLIAM C., Mortlake. Wandsworth. Pet. Oct. 25. Ord. Oct. 25.
LIDELL, JOHN, Wimbledon. High Court. Pet. Sept. 29. Ord. Oct. 26.
MARTLAND, FREDERICK J., Wigan. Wigan. Pet. Oct. 25. Ord. Oct. 25.
MASSEY, FREDERICK S., Birstall, near Leeds. Dewsbury. Pet. Oct. 26. Ord. Oct. 26.
MILLS, WALTER C., Watford. Barnet. Pet. July 8. Ord. Oct. 24.
MUNE, GEORGE W., Kedleston. Derby. Pet. Oct. 26. Ord. Oct. 26.
NELSON, LOUIS, Stamford Hill. Edmonton. Pet. Oct. 24. Ord. Oct. 24.
OAK, WILLIAM A., Norwood-rd. High Court. Pet. Oct. 25. Ord. Oct. 25.
OLIVER, JACOB A., Padstow. Truro. Pet. Oct. 24. Ord. Oct. 24.
PALMER, ANNIE, Rochester. Rochester. Pet. Oct. 25. Ord. Oct. 25.
PHILLIPS, DAVID J., Maesteg. Cardiff. Pet. Oct. 25. Ord. Oct. 25.
RENNISON, RICHARD M., Seaton Delaval. Newcastle-upon-Tyne. Pet. Oct. 1. Ord. Oct. 25.
ROGERS, JOHN W., Buxton. Stockport. Pet. Oct. 25. Ord. Oct. 25.
ROGERS, Major A. S., Sidcup. Croydon. Pet. May 24. Ord. Oct. 24.
SAVORY, E. C., Sutton-in-Ashfield. Nottingham. Pet. Oct. 4. Ord. Oct. 26.
SCOTT, LUKE, Newcastle-upon-Tyne. Newcastle-upon-Tyne. Pet. Oct. 25. Ord. Oct. 25.
SIMONS, ALEC, Commercial-road. High Court. Pet. Oct. 25. Ord. Oct. 25.
STAIT, MILTON R. C., Bradford, Manchester. Manchester. Pet. Oct. 24. Ord. Oct. 24.
STEPHENSON, EDGAR W., Birmingham. Birmingham. Pet. Oct. 10. Ord. Oct. 24.
UNDERWOOD, W., Leicester. Leicester. Pet. Sept. 28. Ord. Oct. 24.
VINCE, CHARLES H., Poplar. High Court. Pet. Oct. 24. Ord. Oct. 24.
WAIN, ALFRED, Hilton, Derby. Burton-on-Trent. Pet. Oct. 24. Ord. Oct. 24.
WALSH, FRED, Accrington. Manchester. Pet. Sept. 23. Ord. Oct. 25.
WEBBER, E. A., Chiswick. Barnet. Pet. Sept. 28. Ord. Oct. 26.
WELLS, OSBORNE S., Eastchurch. Rochester. Pet. Oct. 26. Ord. Oct. 26.
WILLETTS, J., Old Hill, Staffs. Dudley. Pet. Sept. 28. Ord. Oct. 26.
WOOD, CHARLES V., Minehead. Taunton. Pet. Oct. 1. Ord. Oct. 25.

London Gazette.—TUESDAY, Nov. 1.

ADAMS, ALFRED C., Battersea. Wandsworth. Pet. April 1. Ord. Oct. 27.
ASBURY, EDITH A., Coventry. Coventry. Pet. Oct. 27. Ord. Oct. 27.
BEECROFT, CHARLES J., Huthwaite, Notts. Nottingham. Pet. Oct. 29. Ord. Oct. 29.
BELL, Lt.-Col. E. C. JORDAN, Jermyn-st. High Court. Pet. July 18. Ord. Oct. 28.
BODDINGTON, WILLIAM G., Thames Ditton. Kingston. Pet. Sept. 22. Ord. Oct. 28.
BRAILEY, WILLIAM, Barnstaple. Barnstaple. Pet. Oct. 27. Ord. Oct. 27.
BRENNAND, JOHN, Liverpool. Liverpool. Pet. Oct. 15. Ord. Oct. 27.
BUSH, EMIL F., New Southgate. Edmonton. Pet. Oct. 27. Ord. Oct. 27.
CALVERT, LOUIS, Bolton. Bolton. Pet. Oct. 18. Ord. Oct. 18.
CHOWN, WILFRED H., Swindon. Swindon. Pet. Oct. 28. Ord. Oct. 28.
CLARKE, WILLIAM M., Barnton, Northwich. Nantwich. Pet. Oct. 27. Ord. Oct. 27.
CONE, JOHN T., Hanley. Hanley. Pet. Oct. 26. Ord. Oct. 26.
COOPER, WALTER, Doncaster. Sheffield. Pet. Oct. 26. Ord. Oct. 26.
CORAH, A., Manchester. Manchester. Pet. Sept. 26. Ord. Oct. 27.
CRITCHER, FRANK A., Linchmere. Brighton. Pet. Oct. 27. Ord. Oct. 27.
DWORKIN, BARNETT, Birmingham. Birmingham. Pet. Oct. 27. Ord. Oct. 27.
ELIOT, VICTOR A. G., Brick-st., Park-lane. High Court. Pet. Sept. 29. Ord. Oct. 28.
ETCHEN, ISAAC, Kingston-upon-Hull. Kingston-upon-Hull. Pet. Oct. 28. Ord. Oct. 28.
FAULKNER, SWEENY H., Axbridge. Wells. Pet. Oct. 27. Ord. Oct. 27.
GILES, HENRY, Curry Rivel, Somerset. Yeovil. Pet. Oct. 28. Ord. Oct. 28.
GOLDMAN, MAX, Llangunnor. Carmarthen. Pet. Oct. 26. Ord. Oct. 26.
HARRIS, HANNAH, Pontllanfraith, Mon. Newport. Pet. Oct. 28. Ord. Oct. 28.
HENNESSY, MARY, Bolton. Bolton. Pet. Oct. 17. Ord. Oct. 17.
HILTON, E. H. AND SON, Leeds. Leeds. Pet. Oct. 3. Ord. Oct. 28.
HOCKNEY, JOHN W., Scunthorpe. Great Grimsby. Pet. Oct. 29. Ord. Oct. 29.
HOLWILL, JOHN S., Lapford, Devon. Exeter. Pet. Oct. 25. Ord. Oct. 25.
IVISON, RUTH, Carlisle. Carlisle. Pet. Oct. 29. Ord. Oct. 29.
JAMES, FRANK, Langley Green, nr. Oldbury. West Bromwich. Pet. Oct. 27. Ord. Oct. 27.
JOHNSTONE, PHILIP, Warrington. Warrington. Pet. Oct. 29. Ord. Oct. 29.
LAUER, CONRAD & Co., Leyton. High Court. Pet. Sept. 16. Ord. Oct. 26.
LEACH, JOHN, Normanton. Wakefield. Pet. Oct. 27. Ord. Oct. 27.

McCARTHY, HERBERT W., Brixton. High Court. Pet. Oct. 28. Ord. Oct. 28.
McKEE, WILLIAM T. H., Shirebrook. Sheffield. Pet. Oct. 28. Ord. Oct. 28.
MITCHELL, CONWAY, Leicester. Leicester. Pet. Oct. 27. Ord. Oct. 27.
NICHOLAS, SAMUEL, Rugby. Coventry. Pet. Oct. 27. Ord. Oct. 27.
OWEN, EVAN C., and OWEN, MARTHA, Newport (Mon.). Newport (Mon.). Pet. Oct. 28. Ord. Oct. 28.
PLENTY, FRANCIS J., Bishopston. Bristol. Pet. Oct. 28. Ord. Oct. 28.
RABY, JOHN, Soham, Cambs. Cambridge. Pet. Oct. 28. Ord. Oct. 28.
SEYMOUR, W. H., Batterseа. Wandsworth. Pet. Aug. 18. Ord. Oct. 27.
SLEIGHT, FREDERICK W., New Clecthorpes. Great Grimsby. Pet. Oct. 28. Ord. Oct. 28.
STEINMAN, D. M., Queen-st., E.C. High Court. Pet. Sept. 29. Ord. Oct. 27.
TOWNLEY, WILLIAM, Llanbradach. Pontypridd. Pet. Oct. 29. Ord. Oct. 29.
UNDERHILL, JOHN, Wembworthy, Devon. Exeter. Pet. Oct. 25. Ord. Oct. 25.
WALKER, DOUGLAS, Dewsbury. Dewsbury. Pet. Oct. 27. Ord. Oct. 27.
WEBB, WILLIAM H., Steeton, Yorks. Bradford. Pet. Oct. 27. Ord. Oct. 27.
WEINSTEIN, HAIM, Manchester. Bradford. Pet. Sept. 21. Ord. Oct. 27.
WILKINSON, EMMANUEL, St. Anne's-on-the-Sea. Blackburn. Pet. Oct. 6. Ord. Oct. 28.
WILKINSON, WALTER, Accrington. Blackburn. Pet. Oct. 6. Ord. Oct. 28.
WILKINSON, WILLIAM, Accrington. Blackburn. Pet. Oct. 6. Ord. Oct. 28.
WOLVERSON, SELINA E., Birmingham. Birmingham. Pet. Oct. 28. Ord. Oct. 28.
WORMULL, FREDERICK A. S., Catford. Greenwich. Pet. Oct. 26. Ord. Oct. 26.

Amended Notice substituted for that published in the *London Gazette* of Oct. 25, 1921.
CARTER, MAUD, Leeds. Leeds. Pet. Oct. 19. Ord. Oct. 19.

Amended Notice substituted for that published in the *London Gazette* of Oct. 25, 1921.
FISHER, JAMES C., Nottingham. Nottingham. Pet. Oct. 6. Ord. Oct. 19.

Amended Notice substituted for that published in the *London Gazette* of Oct. 28, 1921.
OLVER, JACOB A., Padstow. Truro. Pet. Oct. 24. Ord. Oct. 24.

URBAN DISTRICT COUNCIL OF WILLESDEN.

APPOINTMENT OF DEPUTY-CLERK AND SOLICITOR TO THE COUNCIL.

The Council invites applications for the position of Deputy-Clerk and Solicitor at an inclusive salary of £300 per annum, increasing (subject to satisfactory service) by annual increments of £25 to a maximum of £500 per annum, plus Civil Service War Bonus in force from time to time, the salary and bonus being equivalent at this date to £528 17s. 6d.

Form of application, with list of duties, may be obtained from the undersigned. Applications, stating age (which should not exceed 35 years), qualifications and experience, accompanied by copies of three testimonials of recent date, must be sent, endorsed "Deputy-Clerkship," not later than 14th November, 1921.

Candidates, if they so desire, may send thirty-three copies of their application for distribution by the Clerk to the members of the Council. Canvassing is prohibited.

STANLEY W. BALL,
Clerk of the Council.

TOWN HALL,
DYNE ROAD,
KILBURN, N.W.6,
4th November, 1921.

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